

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,	}	
	}	
	}	No. 3:12-CV-3885-D
Plaintiff,	}	
vs.	}	
	}	
REDC DEFAULT SOLUTIONS, LLC.	}	
	}	
	}	
Defendant.	}	
_____	}	

CONSENT DECREE

The parties to this Consent Decree are Plaintiff United States Equal Employment Opportunity Commission (“Plaintiff” or “EEOC”), and Defendant, REDC Default Solutions (“REDC” or “Defendant”). This Consent Decree resolves the claims of Plaintiff EEOC in the above-referenced Civil Action No. 3:12-CV-3885-D. Plaintiff EEOC initiated its lawsuit under Title I of the American with Disabilities Act of 1990 (“ADA”), as amended by the ADA Amendments Act of 2008 (“ADAAA”), and Title I of the Civil Rights Act of 1991, alleging that the Defendant failed to provide Ms. Wiley, with a reasonable accommodation. .

Plaintiff and Defendant wish to settle the claims raised in this case without the necessity of further litigation pursuant to the terms delineated in this Decree.

IT IS ORDERED, ADJUDGED, AND DECREED as follows:

1. This Court has jurisdiction of the subject matter of this action and the parties, venue is proper, and all administrative prerequisites to the filing of this action have been met. Plaintiff EEOC's Complaint states claims which, if proved, would authorize this Court to grant relief against Defendant.
2. The effective date of this Consent Decree will be the date when it is signed and filed by the Court.
3. This Consent Decree resolves all issues raised in Plaintiff EEOC's Complaint. Plaintiff EEOC waives further litigation of all issues that were raised in its Complaint with respect to Ms. Wiley. Plaintiff EEOC expressly reserves its right, however, to process and litigate any other charges which may now be pending, or which may in the future be filed, against Defendant.
4. The duration of this Consent Decree shall be three (3) years from its effective date. This Court shall retain jurisdiction of this action during the period of this Consent Decree, and may enter such other and further relief as it deems appropriate to ensure implementation and enforcement of the provisions of this Consent Decree. Any violation of this Consent Decree by Defendant and/or its officers, employees, servants, successors, or assigns shall toll the running of this three year period as of the date of the violation.
5. Defendant will pay to Terria Wiley the sum total of \$50,000. Payment shall be mailed directly to the EEOC to the attention of Meaghan Shepard, EEOC, 207 S. Houston Street, Third Floor, Dallas, TX 75202. Defendant shall not be responsible for withholding any taxes or other amounts from the payment. Terria Wiley shall deliver a form W-9 to counsel for Defendant within 10 days after executing this Agreement.

6. Defendant agrees to remove from any personnel files relating to Terria Wiley, all documents, entries and references relating to her termination, her Charge of Discrimination, and this lawsuit.

7. Defendant is enjoined during the term of this Consent Decree, from discriminating against any employee based upon his or her disability.

8. Defendant shall post, in all of its offices, a notice regarding its policy against disability discrimination, and its duty to accommodate. Such notice shall be as set forth in Exhibit A, which is attached to this Consent Decree. A copy of Exhibit A shall be posted on all employee bulletin boards. The notice shall be posted within ten (10) days of the effective date of this Consent Decree, and shall remain posted for the duration of this Consent Decree.

9. For each year that the Consent Decree is in effect, Defendant agrees to conduct an annual training session for all employees (management and non-management) advising them of the requirements and prohibitions of the Americans with Disabilities Act of 1990, as amended (ADAAA), as well as the company's procedure for reporting complaints of discrimination. This annual training will also advise managers and supervisors of the consequences that may be imposed upon Respondent for violating the ADAAA, and the appropriate method for investigating claims of discrimination made by employees. The training to all employees will also include a specific discussion or instruction relating to reasonable accommodations. The training shall be at least two hours in duration. Defendant shall furnish to Plaintiff EEOC a written report verifying that the training occurred for every employee of REDC Default Solutions and describe the training attended, identify the instructor(s) and describe all instructors' qualifications to conduct the training once during each calendar year during the term of this Consent Decree.

10. Defendant shall certify that all persons required to attend each of the trainings described in paragraph 9, above, completed the training or state which persons have not completed the training for that calendar year shall acknowledge their attendance at those trainings by signing an attendance form. Defendant shall provide the EEOC with copies of those attendance forms once during each calendar year during the term of this Consent Decree.

11. Defendant will, within thirty days of the effective date of this Consent Decree, send a written report to the EEOC confirming that the Exhibit "A" was posted in compliance with this Consent Decree.

12. If Defendant fails to tender payment or otherwise fail to timely comply with the terms of paragraphs above, Defendant shall, as applicable:

a. Pay interest at the rate calculated pursuant to 26 U.S.C. Section 6621(b) on any untimely or unpaid amounts; and

b. Bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.

13. All reports to the EEOC required by this Consent Decree shall be sent to Meaghan Shepard, Trial Attorney, EEOC, 207 S. Houston St., Third Floor, Dallas, TX 75202.


14. The terms of this Consent Decree shall be binding upon the EEOC and Defendant, and their respective agents, officers, employees, servants, successors, and assigns.

15. Neither the EEOC nor Defendant shall contest the validity of this Consent Decree nor the jurisdiction of the federal district court to enforce this Consent Decree and its terms or the right of either party to the Consent Decree to bring an enforcement action upon breach of any term of this Consent Decree by either such party. Nothing in this Decree shall be construed to preclude

the EEOC from enforcing this Decree in the event that Defendant fails to perform the promises and representations contained herein. The EEOC shall be authorized to seek compliance with the Consent Decree through civil action in the United States District Court, provided, however, that EEOC shall give Defendant an opportunity to cure any alleged breach or default for a period of thirty days after EEOC delivers written notice to Defendant of the alleged breach. The EEOC also reserves the right to seek contempt sanctions for non-payment and non-compliance with this Court Order.

16. Each party shall bear its own costs, including attorneys' fees incurred in this action.

Signed February 20, 2013.


SIDNEY A. FITZWATER
CHIEF JUDGE

AGREED AS TO FORM AND SUBSTANCE:

FOR THE PLAINTIFF EQUAL EMPLOYMENT OPPORTUNITY COMMISSION:

ROBERT A. CANINO
Regional Attorney
Oklahoma Bar No. 011782

SUZANNE M. ANDERSON
Supervisory Trial Attorney
Texas Bar No. 14009470

MEAGHAN L. SHEPARD

Trial Attorney
Maryland Bar (No numbers assigned)

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Dallas District Office
207 South Houston Street 3rd Floor
Dallas, Texas 75202
Tel No. (214) 253-2743
Fax No. (214) 253-2749

FOR THE DEFENDANT REDC DEFAULT SOLUTIONS, LLC

T. Russell Gibson

Texas Bar No. _____

REDC Default Solutions

6200 Tennyson Parkway, #110

Plano, TX 75024

Attachment A

NOTICE TO ALL EMPLOYEES

This NOTICE will be conspicuously posted for a period of three (3) years at this office and in all places where employment notices are posted. It must not be altered, defaced, or covered by any other material.

This policy extends to all employees of REDC Default Solutions, LLC, both management and non-management.

An employer cannot discriminate against qualified applicants and employees on the basis of disability. Under the Americans With Disabilities Act, an individual with a disability is a person who has (a) a physical or mental impairment that substantially limits one or more major life activities; (b) a record of an impairment or (c) is regarded as having such an impairment. The ADA also prohibits discrimination against a person because of his or her association or relationship with an individual with a known disability. This prohibition covers all aspects of the employment process, including:

- | | |
|------------------------|------------------------|
| * application | * promotion |
| * testing | * medical examinations |
| * hiring | * layoff/recall |
| * assignments | * termination |
| * evaluation | * compensation |
| * disciplinary actions | * leave |

REDC Default Solutions, LLC hereby states that the harassment of employees with disabilities is strictly prohibited. Harassment is a form of misconduct that undermines the integrity of the employment relationship. No disabled employee should be subjected to unsolicited, unwelcome name-calling, "jokes," comments or other harassing conduct, either verbal or physical, because of his or her disability.

Further, under the ADA an employer must make a reasonable accommodation to the known physical or mental limitations of a qualified applicant or employee with a disability unless it can show that the accommodation would cause an undue hardship on the operation of its business. Some examples of reasonable accommodation include:

- Making existing facilities used by employees readily accessible to, and usable by, an individual with a disability;
- Job restructuring;
- Modifying work schedules;
- Reassignment to a vacant position;
- Acquiring or modifying equipment or devices; and,
- Providing qualified readers or sign language interpreters.

Each supervisor has a responsibility to maintain a workplace free of discrimination. This duty includes discussing REDC Default Solutions, LLC's anti-discrimination policy with all employees and assuring them that they will not endure unequal treatment because of their race, color, sex, national origin, religion, age or disability, and reporting incidents involving discrimination. Retaliation against individuals who raise concerns of discrimination is strictly prohibited.

An employee has, and is encouraged to exercise, the right to report allegations of discrimination in the workplace. Any employee who believes that he or she has been subjected to discrimination, harassment, or retaliation is expected to report the conduct immediately to either his or her supervisor, or to the next level supervisor at REDC Default Solutions, LLC. Alternatively, he or she may notify the Director of Human Resources at (949) 455-5745. Supervisors and managers who are informed of a complaint or allegation of discrimination must immediately notify the Director of Human Resources. A prompt investigation of each complaint will be undertaken by REDC Default Solutions, LLC, which may include employee interviews, inspection of documents, including personnel records, and inspection of the premises.

Any report of discrimination will be thoroughly investigated, with appropriate disciplinary action, up to and including termination, taken against any person(s) found to have engaged in such conduct.

An employee, either alternatively or in addition to reporting such an allegation to REDC Default Solutions, LLC officials, may contact the local office Equal Employment Opportunity Commission for the purposes of filing a charge of employment discrimination. The address and telephone for the nearest EEOC office can be found at www.eeoc.gov.

There shall be no retaliation against any employee because that person has: opposed what they believe to be unlawful employment practices, filed a charge of discrimination, or given testimony, assistance, or participated in any manner in any investigation, proceeding, or hearing under the Americans with Disabilities Act of 1990, as amended. REDC Default Solutions, LLC will not punish employees for reporting of discrimination under this policy.

EXCEPTIONS: There are no exceptions to this policy.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE REMOVED OR DEFACED BY ANYONE. THIS NOTICE WILL BE POSTED FOR PERIOD OF THREE YEARS.

Signed this _____ day of _____, _____

Date

REDC Default Solutions, LLC